

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 21-Sep-2004		4. REQUISITION/PURCHASE REQ. NO. W16ROE-4099-7667		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN:CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278		CODE W912DS		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912DS-04-B-0018	
				X		9B. DATED (SEE ITEM 11) 01-Sep-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) IAW FAR 14.208 this solicitation is amended as follows: 1. To incorporate the attached changes to the plans and specifications (SEE SF30 Continuation Page). The bid due date remains the same, 30 Sep 04, at 1:00 PM local time; 2. All other terms and conditions shall remain the same and unchanged. This amendment shall be attached to the specifications and shall be a part thereof. NOTE: Bidders must acknowledge receipt of this amendment by the date specified in the solicitation (or as amended) by one of the following methods: in the space provided on the SF1442, by separate letter, or by telegram, or by signing block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OF BIDS OR LATE WITHDRAWAL OF BIDS (FAR14.304). Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 21-Sep-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0002**NOTICE TO BIDDERS**

Failure of the bidder to Acknowledge receipt of this Amendment in Item 19 of Standard Form 1442 (Pg. 00010-2) may result in REJECTION of the bid.

IFB NO. DACW51-03-B-0018

Amendment No. 2

Department of the Army, NYD
Corps of Engineers
New York, NY 10278-0090

**AMENDMENT NO. 2: TO PLANS & SPECIFICATIONS FOR GREEN BROOK SUB BASIN OF
THE RARITAN RIVER GREEN BROOK FLOOD CONTROL PROJECT SEGMENT R1
BOROUGH OF BOUNDBROOK NEW JERSEY**

TO BIDDERS

1. Bid Opening: No change.

2. Specifications:

Section 00800:

Paragraph a, Liquidated Damages has been changed to \$1,290.00 per day.

Section 02490:

Page 11, 2nd and 9th line: Change "City" to "Government".

Section 02490:

Page 13, add to end of 3.6 Maintenance:

For weeding requirements during the guarantee period, the contractor shall use selective mowing via machine or hand cutting to control any of the following invasive species within the work area: Japanese knotweed, Purple loosestrife, or Phragmites. The weeding shall take place at a minimum of three (3) times during the growing season if these species are found within the work area.

Section 02490:

Page 7 replace plant schedule table with the following

Quantity	Scientific Name	Common name	Minimum Size and Description
18	Acer rubrum	Red maple	>9' tall, 2 1/2" caliper & B&B
1	Amelanchier canadensis	Serviceberry	>5' tall; > 1" caliper & >3 gal cont. or B&B
5	Aronia arbutifolia	Red chokeberry	36" & 2 gal container size
8	Betula nigra	River birch	>9' tall, 2 1/2" caliper & B&B
2	Cercis canadensis	Eastern redbud	>5' tall; > 1" caliper & >3 gal cont. or B&B
9	Cornus amomum	Silky dogwood	36" & 2 gal cont.
11	Cornus racemosa	Gray dogwood	36" & 2 gal cont.
58	Cornus sericea	Redosier dogwood	36" & 2 gal cont.
13	Forsythia intermedia	Forsythia	24" & 2 gal cont.
10	Fraxinus americana	White ash	>7' tall, 2" caliper & >3 gal cont. or B&B
1	Hamamelis virginiana	American witchhazel	>5' tall; > 1" caliper & >3 gal cont. or B&B
15	Kalmia latifolia	Mountain laurel	24" & 2 gal container size
1	Lindera benzoin	Spicebush	>5' tall; > 1" caliper & >3 gal cont. or B&B
1	Liriodendron tulipifera	Tulip poplar	>7' tall, 2" caliper & B&B
4	Nyssa sylvatica	Black tupelo	>7' tall, 2" caliper & B&B
1	Picea glauca	White spruce	>7' tall, 2" caliper & B&B
3	Pieris japonica	Japanese pieris	24" & 2 gal cont.
4	Populus tremuloides	Quaking aspen	>5' tall; > 1" caliper & B&B
7	Prunus serotina	Black cherry	>7' tall, 2" caliper & B&B
5	Quercus alba	White oak	>7' tall, 2" caliper & B&B
9	Rhododendron catawbiense	Catawba rhododendron	24" & 2 gal cont.
7	Rhododendron prinophyllum	Roseshell azalea	24" & 2 gal cont.
31	Salix discolor	Pussy willow	24" & 2 gal cont.
16	Sambucus canadensis	Elderberry	36" & 2 gal cont.
13	Spirea tomentosa	Steeplebush spirea	18" & 1 gal cont.
5	Vaccinium corymbosum	Highbush blueberry	36" & 2 gal cont.
17	Viburnum dentatum	Arrowwood	24" & 2 gal cont.
7	Viburnum lentago	Nannyberry	36" & 2 gal cont.

Section 02821a:

Page 1, 2.1 Fence Fabric, 2.1.1: Add at end. Color of fabric and other fence materials shall be black.

Section 02490:

Add the following to the end:

3.8 Floodplain Wildlife Seed Mix

WORK: Under this Item, the Contractor shall FLOODPLAIN WILDLIFE MIX areas with grass seed, ground limestone, fertilizer, compost, superphosphate, and topsoil and shall prepare, plant, and maintain lawn areas, in accordance with the plans, specifications, and directions of the Construction Officer.

MATERIALS:

Floodplain Wildlife Mix

<i>Scientific name</i>	Common Name	Percentage of Mix by weight	Separate Seeding Rate
Andropogon gerardii	Big bluestem	15%	4 lbs./acre
<i>Elymus virginicus</i>	Virginia wild rye	9%	4 lbs./acre
<i>Elymus canadensis</i>	Canada wild rye	8%	0.25 lbs./acre
<i>Elymus villosus</i>	Silky wild rye	8%	6 lbs./acre
<i>Silphium perfoliatum</i>	Cupplant	8%	0.25 lbs./acre
<i>Sorghastrum nutans</i>	Indiangrass	8%	1 lbs/acre
<i>Asclepia syriaca</i>	Common milkweed	5%	0.5 lbs/acre
<i>Aster umbellatus</i>	Flat-top aster	5%	6 lbs./acre
<i>Penstemon digitalis</i>	Beard Tongue	5%	1 lbs/acre
<i>Verbesina alterniflora</i>	Wingstem	4%	1 lbs/acre
<i>Bidens cernua</i>	Nodding Bur-Marigold	3%	1 lbs/acre
<i>Eupatorium maculatum</i>	Spotted Joe Pye Weed	3%	1 lbs/acre
<i>Rudbeckia hirta</i>	Black-Eyed Susan	3%	1 lbs/acre
<i>Asclepias incarnata</i>	Swamp Milkweed	2%	1 lbs/acre
<i>Panicum virgatum</i>	Switchgrass	2%	1 lbs/acre
<i>Ratibida pinnata</i>	Greyheaded Coneflower	2%	1 lbs/acre
<i>Senna marilandica</i>	Maryland Senna	2%	1 lbs/acre
<i>Veronia noveboracensis</i>	New York Ironweed	2%	1 lbs/acre
<i>Aster novae-angliae</i>	New England Aster	1%	1 lbs/acre
<i>Desmodium canadensis</i>	Showy Tick-Trefoil	1%	1 lbs/acre
<i>Solidago rugosa</i>	Wrinkle-leaf Goldenrod	1%	1 lbs/acre
<i>Zizia aurea</i>	Golden Alexanders	1%	1 lbs/acre

SEEDING RATE: The Contractor shall seed the prepared NG-4 Seed Mixture at 15 bulk pounds/per acre or seed each identified grass and perennial wildflower individually with the separate seeding rate listed above in the table. The above seed mix is available as a ready made seed mix from Ernst Conservation Seeds, Meadville, PA (Tall-Showy Mix – ERNMX – 136) but can be mixed from another suitable nursery.

TIME OF SEEDING: Grass Seed shall be sown in the Fall during August and September, or in the Spring during March, April, and May, or at such other times as approved by the Construction Officer. All seeding is to be done in moderately dry to moist (not wet) soil and at times when the wind does not exceed a velocity of five (5) miles per hour.

SOIL PREPARATION: The Contractor shall take soil tests in each of the seed mix areas to be analyzed at the Rutgers Cooperative Extension. If the pH is below 5.0, apply lime to adjust the pH to 5.0-6.0. The soil test should also be used to determine need and level of fertilization suitable for the site. Apply only Phosphorous and Potassium fertilizers if the soil test indicates these constituents to be low. Do not apply nitrogen.

SITE PREPARATION: Removing and controlling existing weedy growth is the first step in creating a natural habitat. Regardless of the planting method to be used, it is essential to control weeds prior to seeding native warm season grasses. An herbicide application is preferred to tillage immediately prior to planting. If tillage is used for weed control, the area should be reworked at least two weeks prior to planting to prepare a firm seedbed. Herbicide carryover can pose a threat to new plantings. Herbicides such as Basagran, Blazer, Classic, Poast, Plateau, and Roundup have low persistence and generally do not pose a risk for carryover. The Contractor shall use any of the herbicides listed above if herbicides are required for weed control. The cover crop of oats should minimize weed growth on site. It will be necessary to mow the cover crop prior to seeding with the native grass mixes.

SEEDING METHODS: The following methods may be utilized for seeding:

Broadcast Seeding: Broadcast by hand or knapsack seeder using the proper seeding rate, carefully proportioning seed for the entire area. Sand or sawdust can be added to help proportion the seed. Follow by rolling or tracking the seed into the top ¼ inch of the soil to achieve good seed to soil contact. Cover with a light layer of straw mulch or erosion control blankets.

Hydroseeding: Hydroseeding is typically used on steep slopes and roadside cuts. Apply seed and a small amount of hydromulch for good seed placement. Follow up with erosion control blankets, straw mulch, or hydromulch to cover seed.

Drill Seeding: Native grasses and wildflowers require a drill with a seed box developed for light, fluffy seed. These drills are generally practical for large areas without steep slopes for operation. The use of a drill can promote good seed to soil contact and minimize use of mulch.

FIRST YEAR MAINTENANCE: When vegetation reaches 12 to 18 inches tall, mow to no less than six inches by rotary mowing or weed eater to prevent the weeds from going to seed. Most native plants will grow deeper root systems in the first year than tops, and mowing to six or eight inches will not hurt them. This allows sunlight to reach desired species. Do not mow with standard lawn mower. Mowing too low promotes weed growth.

The Contractor shall maintain all seeded areas until final acceptance of the contract. The Contractor shall properly water as required to maintain a moist seed bed for optimum germination and as often as required to maintain optimum growing conditions for the new stand of grass until acceptance of the contract. If water is not available from local sources, the Contractor is responsible for supplying water from their own source.

The Contractor shall reseed any areas which fail to show a satisfactory stand of grass with the specified mixture of seed and fertilizer as many times as necessary, at no additional cost to the Government, until final acceptance of the Contract. The Contractor shall properly mow and otherwise maintain the grass at a maximum height of three inches (3"), or as directed by the Construction Officer, until final acceptance of the whole work under this contract.

SEED QUALITY: All named cultivars or selected varieties shall be certified seed. Unless authorized by the Construction Officer, the seed shall be from crops that are two (2) years old or less. These seeds shall be supplied as single species, partial seed mixes, or full seed mixes in separate bags as indicated on the plans. Seeds shall be fresh, free of deleterious material and disease, and delivered to the site in the original, unopened bags showing certification guarantee of analysis including the composition, purity, and germination percentages, and percent weed seed. At the time of delivery, the germination test shall be less than nine (9) months old. Unless specified otherwise, seed shall not contain in excess one percent (2%) of weed seed as defined in applicable State law and regulation; zero percent (0%) is desirable. The

Construction Officer reserves the right to conduct germination tests for each bag. It is the sole responsibility of the Contractor to provide Pure Live Seed.

3. Plans

Sheet 1:

Change title on chart for sheet #13 to "UNION AVENUE STORM DRAIN PROFILE & SECTION".

Change title on chart for sheet #39 to "NOT USED"

Sheet 16:

Missing title block info added.

Sheet 31:

Title Block and number corrected.

- 3) This Amendment shall be attached to the specifications and shall be a part thereof.

SECTION 00700 - CONTRACT CLAUSES

The following have been modified:

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,290.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

(End of Summary of Changes)